

Exhibit 28

Deposition of Ike Lawrence Epstein
(May 26, 2017) (excerpted)

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON)
FITCH, on behalf of)
themselves and all others)
similarly situated,)

Plaintiffs,)

vs.)

Case No.
2:15-cv-01045-RFB-(PAL)

ZUFFA, LLC, d/b/a Ultimate)
Fighting Championship and)
UFC,)

Defendant.)
_____)

C O N F I D E N T I A L
VIDEOTAPED DEPOSITION OF
IKE LAWRENCE EPSTEIN

LAS VEGAS, NEVADA

MAY 26, 2017

9:07 a.m.

REPORTED BY:
CYNTHIA K. DuRIVAGE, CSR #451
Job No. 50641

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<p style="text-align: right;">206</p> <p>1 A. I do.</p> <p>2 Q. And it's dated May 29th, 2014.</p> <p>3 Do you see that?</p> <p>4 A. I do.</p> <p>5 Q. And did you receive this email from</p> <p>6 Mr. Mersch on or about the time that's indicated</p> <p>7 here?</p> <p>8 A. Looks like I did.</p> <p>9 Q. And it refers to Jon Jones. Do you see</p> <p>10 that?</p> <p>11 A. I do.</p> <p>12 Q. And I showed you a contract earlier in the</p> <p>13 day.</p> <p>14 That's the same Jon Jones that's referred</p> <p>15 to in that contract, correct?</p> <p>16 A. I don't know if it's the same contract, but</p> <p>17 it's definitely the same fighter.</p> <p>18 Q. Same guy?</p> <p>19 A. Same guy.</p> <p>20 Q. And do you recall what weight he fought at?</p> <p>21 A. He fought at light heavyweight. 205.</p> <p>22 Q. And was he a champion?</p> <p>23 A. He has been a champion, yes.</p> <p>24 Q. Did he fight for other promoters?</p> <p>25 A. He may have fought for other promoters</p>	<p style="text-align: right;">208</p> <p>1 White.</p> <p>2 At some point, those guys offered him a</p> <p>3 fight. I don't offer athletes fights, that's not</p> <p>4 what I do. I will memorialize contracts, I will</p> <p>5 formally do things after things have been offered,</p> <p>6 and that's what this is all about. But the fights</p> <p>7 are offered by those guys.</p> <p>8 So my recollection is that they had talked</p> <p>9 to him about fighting Gustafsson. Whether he agreed</p> <p>10 to it or not, I don't specifically recall, but at</p> <p>11 some point, they said we need to formally offer him</p> <p>12 in writing this fight. And so, that's what we were</p> <p>13 doing, and we talked about what happens if he doesn't</p> <p>14 accept.</p> <p>15 Q. Well, as indicated in this email, you are</p> <p>16 recommending that we -- that Zuffa need to send Jones</p> <p>17 a letter formally offering the Gustafsson fight,</p> <p>18 right?</p> <p>19 A. I don't know if it's a recommendation.</p> <p>20 My recollection is that there were</p> <p>21 discussions between the principals about putting this</p> <p>22 fight on. There were a lot of different discussions.</p> <p>23 At some point, somebody called me and said, listen,</p> <p>24 we need to make this formal. So I send the email out</p> <p>25 saying we need to send him a formal letter formally</p>
<p style="text-align: right;">207</p> <p>1 before he came to the UFC, but he hasn't fought for</p> <p>2 other promoters since he joined us.</p> <p>3 Q. Now, at the beginning of the email chain,</p> <p>4 you write:</p> <p>5 "We need to -- we need to send him</p> <p>6 a letter formally offering the</p> <p>7 Gustafsson fight and giving him a</p> <p>8 specific deadline to accept or</p> <p>9 reject."</p> <p>10 Do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. Why did you offer him the Gustafsson fight?</p> <p>13 A. Why did I offer him?</p> <p>14 Q. Yeah.</p> <p>15 A. I didn't offer him the Gustafsson fight.</p> <p>16 Q. You're suggesting we need to send him a</p> <p>17 letter formally offering the Gustafsson fight, right?</p> <p>18 A. Correct. So what happened in this</p> <p>19 situation is that Dana and/or Lorenzo were speaking</p> <p>20 with the many managers that Jon Jones has, and they</p> <p>21 may have spoken with Jon directly on those managers.</p> <p>22 Jon has got a lawyer named Ofir, he's got a manager</p> <p>23 named Blake Harriman, he's got a manager named</p> <p>24 Malki Kawa, and there were a lot of discussions going</p> <p>25 on between all of those parties, Fertitta, and Dana</p>	<p style="text-align: right;">209</p> <p>1 offering the Gustafsson fight, not just informal talk</p> <p>2 but a formal letter offering him the fight, giving</p> <p>3 him a specific deadline, either accept it or reject</p> <p>4 it.</p> <p>5 Q. Now, you assumed he would say no, correct?</p> <p>6 A. I didn't assume anything about it, no.</p> <p>7 Q. Well, you write, "When he says no, we need</p> <p>8 to extend it."</p> <p>9 A. When or if he says no, we will extend it.</p> <p>10 Q. Well, you didn't write "if," you wrote</p> <p>11 "when," right?</p> <p>12 A. Right.</p> <p>13 Q. So when you wrote that, you were assuming</p> <p>14 of intending that he would say no?</p> <p>15 A. I wasn't --</p> <p>16 MS. GRIGSBY: Objection, form.</p> <p>17 THE WITNESS: I was not intending anything.</p> <p>18 I was simply sending out a letter that would formally</p> <p>19 offer him a fight, give him a deadline, and when, if</p> <p>20 that's what he did, didn't accept it, we'd extend</p> <p>21 him. If he decided to accept it, we would -- we</p> <p>22 would put the fight on.</p> <p>23 BY MR. SAVERI:</p> <p>24 Q. Okay. Again, you didn't say "if," you said</p> <p>25 "when," right?</p>

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<p style="text-align: right;">210</p> <p>1 A. I did say when.</p> <p>2 Q. Now, if he did say no, as you indicated,</p> <p>3 you write you need to extend him. What does that</p> <p>4 mean, "we need to extend him"?"</p> <p>5 A. We have a provision in the contract that if</p> <p>6 we make a bona fide offer to an athlete to fight and</p> <p>7 he or she refuses, we have the opportunity either to</p> <p>8 count that as a fight that we've delivered to them of</p> <p>9 we can extend the offer for the period of time it</p> <p>10 takes to sort of get another fight made.</p> <p>11 Q. So when you say, "we need to extend him,"</p> <p>12 what you're talking about is a trigger to another</p> <p>13 provision in the fighter contract?</p> <p>14 A. I'm talking about something in the fighter</p> <p>15 contract that if an athlete decides they want to</p> <p>16 reject a fight that we have a choice to either deem a</p> <p>17 fight satisfied or extend the contract for a period</p> <p>18 of time that would be equal to what we've lost in our</p> <p>19 inability to put on this fight we've offered.</p> <p>20 He had just fought Alexander Gustafsson.</p> <p>21 It was a great fight. Everybody wanted to see it</p> <p>22 again, the fans wanted to see it again. We felt it</p> <p>23 was the most marketable event that we could do. And</p> <p>24 so, it was clearly a reasonable event to put on.</p> <p>25 Jon had won the fight, he hadn't lost. It</p>	<p style="text-align: right;">212</p> <p>1 anybody to fight anybody. So if you don't want to</p> <p>2 fight somebody, you don't have to fight them.</p> <p>3 There's nothing we can do to force a fighter to fight</p> <p>4 somebody.</p> <p>5 Q. But you could under this provision prevent</p> <p>6 him from fighting anybody else?</p> <p>7 MS. GRIGSBY: Objection to form.</p> <p>8 THE WITNESS: That's not correct. We could</p> <p>9 offer him another fighter, and you could fight, you</p> <p>10 know, that other fighter.</p> <p>11 We can't prevent him from never fighting</p> <p>12 again.</p> <p>13 BY MR. SAVERI:</p> <p>14 Q. Well, you could -- you could -- you had the</p> <p>15 ability under the contract to make fights for Jones,</p> <p>16 and by triggering this provision, he was not able to</p> <p>17 arrange any other fights, he was limited to the ones</p> <p>18 that Zuffa put in front of him, right?</p> <p>19 A. No.</p> <p>20 MS. GRIGSBY: Objection, form, foundation.</p> <p>21 THE WITNESS: That's false. We offered him</p> <p>22 a fight. If he decided not to take it, we could</p> <p>23 extend the agreement and offer him another fight.</p> <p>24 We can't just, you know, prevent him from</p> <p>25 fighting ever again. If he turns down that fight, we</p>
<p style="text-align: right;">211</p> <p>1 was a win for him, and we wanted to do it again.</p> <p>2 Ultimately, he definitely expressed he</p> <p>3 wasn't excited about it, but ultimately, we entered</p> <p>4 into a new agreement with him that actually paid him</p> <p>5 more money to fight Gustafsson.</p> <p>6 Q. When you were dealing with this particular</p> <p>7 circumstance, you knew, as you just indicated, that</p> <p>8 Jones was resisting the idea to fight Gustafsson</p> <p>9 again, right?</p> <p>10 A. He was.</p> <p>11 Q. And when you said or indicated when he said</p> <p>12 no, along those lines, we need to extend him, that</p> <p>13 meant that you were indicating that, at that point,</p> <p>14 Zuffa would trigger the extension provision in the</p> <p>15 Zuffa contract, right?</p> <p>16 A. If he decided not to accept the fight or we</p> <p>17 didn't negotiate a new deal like we did, we could</p> <p>18 have extended him.</p> <p>19 Q. And at that point, if that provision had</p> <p>20 been triggered, Zuffa would control or continue to</p> <p>21 control who Jones fought?</p> <p>22 MS. GRIGSBY: Objection to form.</p> <p>23 BY MR. SAVERI:</p> <p>24 Q. Right?</p> <p>25 A. One thing that we cannot do is force</p>	<p style="text-align: right;">213</p> <p>1 give him an appropriate period of time to offer him</p> <p>2 another fight.</p> <p>3 BY MR. SAVERI:</p> <p>4 Q. And under the contract, if he didn't accept</p> <p>5 that fight, what was the next step?</p> <p>6 MS. GRIGSBY: Objection, form.</p> <p>7 THE WITNESS: I mean, I guess</p> <p>8 theoretically, if we continue to offer him, we just</p> <p>9 went down the line and offer him every single fighter</p> <p>10 on the roster and he just said no continually, I</p> <p>11 mean, it's never happened before, but I guess at some</p> <p>12 point, you say do you want to retire? Do you want to</p> <p>13 end this relationship? Should we just release you</p> <p>14 because obviously you don't want to fight. I mean,</p> <p>15 it's never happened before.</p> <p>16 My point is we can't put him on the shelf.</p> <p>17 If he doesn't want to fight, we have an appropriate</p> <p>18 period of time to offer him another fight, and that's</p> <p>19 what we've done time and time again. Nobody can tell</p> <p>20 a fighter they have to fight anybody.</p> <p>21 BY MR. SAVERI:</p> <p>22 Q. So how frequently did you extend fighters</p> <p>23 along the lines that you're suggesting here?</p> <p>24 MS. GRIGSBY: Objection, form.</p> <p>25 THE WITNESS: I didn't extend any fighters.</p>

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<p style="text-align: right;">214</p> <p>1 BY MR. SAVERI:</p> <p>2 Q. Okay. How many times did Zuffa extend</p> <p>3 fighters, as you describe here?</p> <p>4 MS. GRIGSBY: Objection, foundation.</p> <p>5 THE WITNESS: I don't know. As I described</p> <p>6 where? I mean, just -- we offered somebody a fight,</p> <p>7 they didn't accept it, we offered them another</p> <p>8 fighter and they accepted it? Or are we talking</p> <p>9 about the hypothetical I gave you where they just</p> <p>10 turn down every fight we ever offer them? That's</p> <p>11 never happened.</p> <p>12 BY MR. SAVERI:</p> <p>13 Q. Do you recall whether at this time Jones</p> <p>14 was a champion?</p> <p>15 A. I don't.</p> <p>16 Q. And so, do you know whether the champion's</p> <p>17 clause applied to him at this time?</p> <p>18 MS. GRIGSBY: Objection, foundation.</p> <p>19 THE WITNESS: I don't know whether he was</p> <p>20 champion or not. If it was, it would have. If he</p> <p>21 wasn't, it wouldn't have.</p> <p>22 (Exhibit 17 was marked for</p> <p>23 identification by the reporter.)</p> <p>24 THE WITNESS: Thank you.</p> <p>25 ///</p>	<p style="text-align: right;">216</p> <p>1 Q. And did you receive that email from Jordan</p> <p>2 Feagan?</p> <p>3 A. I assume I did. I don't recall it.</p> <p>4 Q. On or about that time?</p> <p>5 A. I don't recall it.</p> <p>6 Q. And at the time, was Mr. Feagan</p> <p>7 representing Dan Henderson?</p> <p>8 A. I think he's always represented Dan</p> <p>9 Henderson, as far as I recall.</p> <p>10 Q. But you were communicating with Mr. Feagan</p> <p>11 in the context of discussions regarding a fighter</p> <p>12 contract with Dan Henderson, correct?</p> <p>13 A. Correct.</p> <p>14 Q. And Mr. Feagan writes about a proposal to</p> <p>15 you about the subject of whether the fights under the</p> <p>16 contract would be fully guaranteed.</p> <p>17 Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. And he writes:</p> <p>20 "However, as you'll see, I have</p> <p>21 offered a solution he has okayed</p> <p>22 which I believe protects you if he</p> <p>23 unexpectedly and quickly loses his</p> <p>24 physical skills or is permanently</p> <p>25 injured."</p>
<p style="text-align: right;">215</p> <p>1 BY MR. SAVERI:</p> <p>2 Q. I've handed you what has been marked as</p> <p>3 Exhibit 17, and it has the Bates Nos. ZUF-00474087</p> <p>4 through 4096.</p> <p>5 A. Okay.</p> <p>6 Q. Do you want to review that?</p> <p>7 (Pause in proceedings.)</p> <p>8 THE WITNESS: Okay.</p> <p>9 BY MR. SAVERI:</p> <p>10 Q. If you look at the document, there's a</p> <p>11 number of emails between you and Tracy Long and</p> <p>12 Michael Mersch regarding Dan Henderson.</p> <p>13 Do you see that?</p> <p>14 A. Yeah.</p> <p>15 Q. A lot of this has been redacted, but let me</p> <p>16 ask you to look at the page that has the Bates number</p> <p>17 ending 090.</p> <p>18 A. Okay.</p> <p>19 Q. And on that page, there's an email from</p> <p>20 Jordan, is it Feagan?</p> <p>21 A. Feagan.</p> <p>22 Q. Feagan to yourself, dated September 11,</p> <p>23 2011.</p> <p>24 Do you see that?</p> <p>25 A. Yep.</p>	<p style="text-align: right;">217</p> <p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. Under the standard UFC contract at the</p> <p>4 time, what was the consequence of a fighter become</p> <p>5 injured?</p> <p>6 A. A fighter becoming injured?</p> <p>7 Q. Yeah.</p> <p>8 A. And they couldn't fight?</p> <p>9 Q. Yeah.</p> <p>10 A. Or just being injured?</p> <p>11 Q. I'm sorry. What?</p> <p>12 A. I don't understand your question. Just a</p> <p>13 fighter being injured? I mean, we have an accident</p> <p>14 insurance policy that covers our athletes' medical</p> <p>15 bills for injuries sustained in training or in a</p> <p>16 fight.</p> <p>17 Is that what you're talking about?</p> <p>18 Q. Well, under the UFC contract at the time,</p> <p>19 if Henderson was injured, could Zuffa terminate his</p> <p>20 contract?</p> <p>21 MS. GRIGSBY: Objection to form.</p> <p>22 THE WITNESS: If he was injured, no. If he</p> <p>23 was permanently disabled?</p> <p>24 BY MR. SAVERI:</p> <p>25 Q. If he was injured and could not fight.</p>